

-9-

YOR920000552US1

REMARKS

Claims 1-36 were originally presented in the subject application. No claims have herein been added, canceled or amended. Therefore, claims 1-36 remain in this case.

Applicants respectfully request entry of these remarks, and reconsideration and withdrawal of the sole ground of rejection.

35 U.S.C. §102(e) Rejection

The final Office Action maintained the rejection of claims 1-36 under 35 U.S.C. §102(e), as allegedly anticipated by Conklin et al. (U.S. Patent No. 6,338,050). Applicants respectfully, but most strenuously, maintain their traversal of this rejection.

The final Office Action alleges on page six that "[i]n essence a catalog price is an entitled price[.]" Based on the description of an entitled price given in the present application, Applicants respectfully disagree. For convenience, Applicants reproduce below the first paragraph of the present application under "Background Information" on page two (i.e., page two, lines 7-16):

Electronic transactions involving the purchase of various goods and services have steadily increased with the popularity and use of public electronic environments, such as, for example, global computer networks (e.g., the INTERNET). Among the biggest participants in such electronic transactions are large businesses that typically make volume purchases. These types of companies tend to negotiate price discounts with one or more sellers of goods they need. Such negotiated prices are referred to herein as the "entitled price," which is the price a buyer is entitled to for a given item based on an entitlement, such as, for example, a contract with the seller or a promotional offer from the seller (e.g., a coupon) or a program with a business partner of the seller (e.g., "point" programs similar to airline mileage programs).

Thus, Applicants submit that an entitled price is clearly described in the present application as something different from the listed or catalog price. Therefore, Applicants maintain that there is no disclosure, teaching or suggestion in Conklin et al. of the claimed

-10-

YOR920000552US1

entitled price, or the claim 1 recitation of electronically sending by a requestor a request for an entitled price from a public electronic environment.

Claim 1 also recites, for example, automatically routing the request to a private electronic environment. Against this aspect of claim 1, the final Office Action at pages 2-3 cites to Conklin et al. at column 18, lines 38-47, emphasizing "private networks within a corporation." However, the cited section mentions use of the Conklin et al. invention over the Internet or inside private networks within a corporation, the key word being "or". In contrast, claim 1 makes clear that the request emanates from a public electronic environment and is automatically routed to a private electronic environment. In short, public-to-private (claim 1) is different from public-to-public (Conklin et al., use over the Internet) or private-to-private (Conklin et al., use within a corporate network). There is no disclosure, teaching or suggestion in Conklin et al. of a combination of public and private networks over which the request is automatically routed.

Against the above argument, the final Office Action at page 7 notes Conklin et al.'s use of the Internet, and merely alleges that "[t]hose skilled in the art appreciate it could also be a proprietary network or virtual private network, if desired." (Emphasis in original.) Applicants submit this is mere speculation, and, in any case, is not disclosed, taught or suggested anywhere in Conklin et al. Applicants also observe that reliance on anything outside the cited reference clearly fails to present a *prima facie* §102(c) rejection.

Claim 1 further recites, as another example, obtaining the entitled price within the private electronic environment while the requestor waits. Against this aspect of claim 1, the final Office Action at page 3 quotes from the Conklin et al. abstract "...allows a seller/participant to use remote authoring templates to create a complete Website for immediate integration and activation in the community, to evaluate proposed buyer orders and counteroffers, and to *negotiate* multiple variables such as price, terms, conditions, etc., iteratively with a buyer." While the final Office Action emphasizes the word "price" in the above quote, Applicants emphasize the word "negotiate" to point out that the information to determine the claimed entitled price is already known, whereas Conklin et al. is providing a forum for the parties to agree to a price (i.e., the price is not yet known in Conklin et al. until after negotiations have ended).

-11-

YOR920000552US1

Moreover, the entitled price in claim 1 is obtained from the private electronic environment while the requestor waits. The cited section of Conklin et al., i.e., the abstract, clearly does not disclose, teach or suggest obtaining a price from a private electronic environment when the request for the price comes from a public electronic environment. In addition, Conklin et al. at column 20, line 66 to column 21, line 5, makes clear that any data going into an ERP system, including price, is merely the storing of results of the negotiation after the fact, rather than first going to the ERP for the information while the requestor waits.

For all the above reasons, Applicants submit that claim 1 cannot be anticipated by or made obvious over Conklin et al.

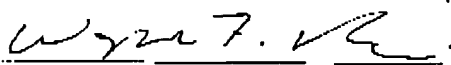
Claims 13 and 25 contain similar limitations to those argued above with respect to claim 1. Thus, the remarks above apply equally to those claims. Therefore, claims 13 and 25 also cannot be anticipated by or made obvious over Conklin et al.

CONCLUSION

Applicants submit that the dependent claims not specifically addressed herein are allowable for the same reasons as the independent claims from which they directly or ultimately depend, as well as for their additional limitations.

For all the above reasons, Applicants maintain that the claims of the subject application define patentable subject matter and earnestly request entry of these remarks and allowance of claims 1-36.

If a telephone conference would be of assistance in advancing prosecution of the subject application, Applicants' undersigned attorney invites the Examiner to telephone him at the number provided.


Wayne F. Reinke
Attorney for Applicants
Registration No.: 36,650


OFFICIAL

Dated: September 15, 2003.

HESLIN ROTHENBERG FARLEY & MESITI P.C.
5 Columbia Circle
Albany, New York 12203-5160
Telephone: (518) 452-5600
Facsimile: (518) 452-5579

**RECEIVED
CENTRAL FAX CENTER**

SEP 15 2003